

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR  
MULTI-AGENCY GANG TASKFORCE**

The undersigned Governmental Entities in Broward County, Florida, together establish this mutual aid agreement pursuant to Section 23.1225 (1), (2), Florida Statutes, known as the Florida Mutual Aid Act. In accordance with the authority granted therein, the jurisdictions agree to the following agreement covering criminal street gangs and criminal organization enforcement activities across jurisdictional boundaries in certain defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each Governmental Entity. This Agreement shall be separate and apart from the current Countywide Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance.

The undersigned Governmental Entities agree to permit criminal street gang and criminal organization enforcement and assistance, one to the other, across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

**I. ORGANIZATIONAL STRUCTURE**

**A. Composition**

The Task Force will consist of a combined enforcement body of agencies participating in this Agreement. The day-to-day operation and administrative control of the Task Force will be the responsibility of the Broward Sheriff's Office Task Force Supervisor. Responsibility for the conduct of the Task Force members shall remain with the respective agency law enforcement heads.

**B. Personnel**

Continued assignment of personnel to the Task Force will be based upon performance and will be at the discretion of the respective agency law enforcement heads/supervisors or the Broward Sheriff's Office supervisor assigned to the Task Force. Each participating agency, upon request, will be provided with an update as to the program, direction, and accomplishments of the Task Force.

**C. Investigations**

All Task Force investigations will be initiated in accordance with procedures established by the Broward Sheriff's Office. Participating agencies can and are encouraged to provide targets in their jurisdictions. Each request will be evaluated and addressed on a priority basis.

#### **D. Prosecution**

The criteria for determining whether to prosecute a particular violation in state or federal court will focus upon achieving the greatest overall benefit to law enforcement and the public.

## **II. ADMINISTRATIVE**

#### **A. Case Assignments**

The Task Force Supervisor will oversee the prioritization and assignment of targeted cases and related investigative activity in accordance with the stated objectives and direction of the task force. Cases will be assigned to investigative teams based on experience, training, performance, expertise, and existing caseload.

#### **B. Records, Reports, and Evidence**

All investigative reporting will be prepared in compliance with existing BSO policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the Task Force will be made available for inclusion in the respective investigative agencies' files as appropriate. Investigative files will be secured at the Task Force office for purposes of security and continuity.

#### **C. Investigative Exclusivity**

Matters designated to be handled by the Task Force will not knowingly be subject to gang and/or criminal organization law enforcement efforts. It is incumbent upon each agency to make proper internal notification regarding the Task Force existence, including its areas of concern.

There shall be no unilateral action taken on the part of any participating agency relating to Task Force investigations. All law enforcement action will be coordinated and conducted in a cooperative manner. Task Force investigative leads outside Broward County will be communicated to other law enforcement agencies for their appropriate investigation.

#### **D. Informants and Cooperating Witnesses**

BSO Guidelines regarding the operation of informants will apply to all informants directed by members of the task force. BSO agrees, subject to funding availability and reasonableness, to pay informant expenses in accordance with BSO policies and procedures. An appropriate BSO informant file will be opened wherein all information furnished by the respective informant will be maintained.

In addition, any recommendations for payments to the respective informant will also be documented therein. Any Confidential Informant developed by any Task Force member while assigned to the Task Force will remain with the Task Force should the Task Force member be reassigned back to his/her agency. The exception to this will be if the Confidential Informant had been previously documented by that agency prior to participating in the Task Force.

### **III. ENFORCEMENT OF LAWS.**

- A. The undersigned governmental entities recognize the dangers of criminal street gangs and criminal organizations and that there is a need for a continuing countywide effort to reduce the amount of criminal activity resulting from such gangs. As such, officers assigned to the Task Force are authorized to take law enforcement action at any location within Broward County, to enforce the laws of the State of Florida, and may issue traffic citations, notices to appear, or make physical arrests as the circumstances warrant. The municipal officers shall have the authority to collect and preserve evidence, take custody of any contraband article as defined in Chapter 932.701-706, Florida Statutes, conduct investigations, and/or take action that is necessary and appropriate to protect the safety of the public as may be appropriate under the circumstances. Nothing in this Agreement is intended to broaden the pursuit policies of the agencies involved. Such officer shall notify the jurisdiction in which the violation occurred of the incident and the action taken at the time it is taken, or as soon thereafter as practicable.
- B. Municipal law enforcement officers enforcing laws pursuant to this Agreement shall be under the direction, authority and control of the commanding officers of their employing agency.
- C. The proceeds of any forfeiture action arising out of action taken pursuant to this Agreement shall be shared equally between the agency taking the action and the agency having original jurisdiction. It shall be the responsibility of the agency taking action pursuant to this Agreement to prosecute any forfeiture proceedings, Pursuant to Ch. 932.7055, Florida Statutes, the costs of the forfeiture proceedings shall be deducted from the net proceeds of any settlement or award of forfeiture.
- D. This Agreement shall constitute an ongoing request for assistance between the parties and no other formal request for assistance shall be necessary prior to taking any action contemplated herein.
- E. Terms and Procedures:
  - 1) The Chief of Police of the agency, or designee, shall have the sole authority to determine whether personnel from that agency provide enforcement assistance across jurisdictional boundaries.

- 2) Whenever the employees of one party to this agreement are taking action pursuant to the authority provided for in this Agreement, such employees shall have the same powers, duties, rights and immunities as if they were taking action within their employing jurisdiction.
- 3) Should a subject/arrestee's vehicle need to be towed, it will be towed by the appropriate vendor providing service to the municipality in which the action was taken and the request will be coordinated with the agency having original jurisdiction over the location.
- 4) All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency.
- 5) Each agency shall be responsible for bearing its own costs associated with the loss or damage to any equipment or property of that agency during a voluntary cooperation situation. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.
- 6) Each agency shall bear all costs associated with any negligent act taken by an employee of their own agency. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity to which it is entitled.

#### **IV. FUNDING**

- A. **Personnel Funding:** Each participating agency agrees to provide the full time services of its respective personnel for the duration of this operation. Participating agencies agree to assume all personnel costs for their Task Force representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency. Authorizing overtime is the responsibility of the participating agency

- V. SEVERANCE/TERMINATION.** Any of the undersigned governmental entities shall have the unconditional right to withdraw from this agreement upon giving a thirty (30) day written notice to the Sheriff of Broward County and to the Chief of Police of the remaining member entities.

- VI. DURATION OF AGREEMENT.** This Agreement shall be in effect from March 1, 2019 through April 30, 2024, among those governmental entities executing this

agreement. It may be renewed, extended or modified only by written agreement executed by each governmental entity.

- VII. ADDING ADDITIONAL AGENCIES:** Agencies that elect to enter into this Agreement at a later date may do so by executing the Agreement and providing copies to the other agencies to the Agreement.

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR MULTI-AGENCY GANG TASKFORCE**

GREGORY TONY, SHERIFF OF BROWARD COUNTY

\_\_\_\_\_  
GREGORY TONY  
Sheriff

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency subject to execution  
by the parties:

By: \_\_\_\_\_  
Ronald M. Gunzburger, General Counsel

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR MULTI-AGENCY GANG TASKFORCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

WITNESSES:

CITY OF: Margate

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

Samuel A. May

(Print Name)

(CORPORATE SEAL)

City Manager

(Official Title)

ATTEST:

\_\_\_\_\_  
City Clerk (Signature)

Joseph J. Kavanagh

City Clerk (Print Name)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney (Signature)

\_\_\_\_\_  
City Attorney (Print Name)

STATE OF FLORIDA     )  
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,  
did personally appear: \_\_\_\_\_

(Insert Names and Official Titles)

of the City of \_\_\_\_\_, a municipal corporation of Florida, and acknowledged  
they executed the foregoing Agreement as the proper official of the City of  
\_\_\_\_\_ and the same is the act and deed of the City of  
\_\_\_\_\_.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at the City of  
\_\_\_\_\_, in the State and County aforesaid on this, the \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: